

BETWEEN:

AMERSHAM BIOSCIENCES NIAGARA INC.

and

JUREK CYBUCH

AFFIDAVIT OF ATTEMPTED SERVICE

I, Jim Marlow, Bailiff, of the City of Niagara Falls, in the Regional Municipality of Niagara, MAKE OATH
AND SAY:

1. On September 10, 2004, at 10:30 a.m., I attempted to serve Jurek Cybuch with the attached envelope, which is attached to this my affidavit and marked as Exhibit "A". When I attended at 7 Westfield Avenue, St. Catharines I was advised by the current owner that she had purchased the house from Kateryna Turczyn on July 31, 2004. The new owner said that Jurek Cybuch had passed away and Ms. Turczyn had sold the house and moved back to Europe.

Sworn before me at the
City of Niagara Falls, in the
Regional Municipality of Niagara
in the Province of Ontario
this 17th day of September, 2004

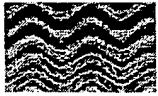
A handwritten signature in black ink, appearing to be 'G. J. ...', written over a horizontal line. The signature is stylized with a large initial 'G' and a long horizontal stroke. Below the signature, the text '(Signature of deponent)' is printed.

**Donna Marie Wilkinson, a Commissioner, etc.,
Regional Municipality of Niagara, for
851907 Ontario Inc. o/a Niagara Bailiff Services
and for Process Serving and Tenant Protection Act, 1997
matters only. Expires August 3, 2007.**

GE Healthcare

General Electric Company
Amersham Biosciences Corp
800 Centennial Avenue
Piscataway, NJ 08855-1327
U.S.A.

Jurek Cybuck
7 Westfield Avenue
St. Catharines
L2S 5Z5



Melissa Leck

08/09/2004 08:14 AM

To: Susan Wildman/UK/xynet@xynet
cc:
Subject: PA0385 - US forms

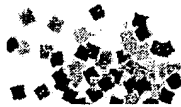
Hi Sue -

Thanks for the attached and for the rest of the signed forms. I got them on Friday.
I'll take it from here and keep you copied on my actions and any developments. Thanks again for all of your help with this one!

Cheers:

Melissa

Susan Wildman



Susan Wildman

08/09/2004 03:18 AM

To: Melissa Leck/US/xynet@xynet
cc:
Subject: Re: Updated Address List

Hi Melissa

Please see below the only address known of J Cybuch, hope that it helps.

Susan Wildman
Patent Formalities Officer

GE Healthcare Bio-Sciences
Amersham plc
Amersham Place, Little Chalfont,
Buckinghamshire HP7 9NA
Tel: +44 1494 542166
Fax: +44 1494 542996

www.gehealthcare.com

----- Forwarded by Susan Wildman/UK/xynet on 09/08/2004 08:22 -----

Anne Lancaster

05/08/2004 18:15

To: Susan Wildman/UK/xynet@xynet
cc: Brenda Hobbs/CA/xynet@xynet
Subject: Re: Updated Address List

Susan:

Sorry I should have replied sooner - we have tried through numerous ways to get a forwarding address for Jurek, unfortunately all I have is his old landlady's address here in St. Catharines:

Jurek Cybuch
c/o Kateryna Turczyn
7 Wesfield Avenue
St. Catharines, Ontario
L2S 5Z5

Anne Lancaster
Human Resources Department

GE Healthcare

August 25, 2004

Via Federal Express *and* Confirmed via post

Mr. Jurek Cybuch
7 Westfield Avenue
St. Catharines, Ontario
Canada L2S 5Z5

Re: "Method of, and Computer Software for, Classification of Cells into Subpopulations"
United States Patent Application No.: 10/817,213
Filing Date: April 2, 2004
Inventors: N. Arini, et al.
Our ref: PA0385

Dear Mr. Cybuch:

I hope this letter finds you well. I am the paralegal for the patent department of GE Healthcare Bio-Sciences, formerly Amersham Biosciences Corp, in Piscataway, New Jersey. I am writing with regard to the referenced United States patent application, on which you are a named inventor. I enclose herewith a copy of the application as filed which includes the specification totaling forty-nine pages, the sequence listing totaling one page, the claims totaling five pages, the abstract totaling one page and twelve drawing sheets.

It is my responsibility to ensure that the formalities requirements of the United States Patent and Trademark Office are met with each application we file. Therefore, enclosed you will find a combined Declaration and Power of Attorney form totaling six pages and an Assignment form totaling five pages. These forms simply state that you are an inventor on the application, that you identify with the priority applications filed in Great Britain, that you are a citizen of the Ukraine and that the rights of Amersham Biosciences UK Limited to the application are secure. Upon your review, kindly sign and date the forms where your name is indicated. A prepaid return Federal Express envelope is enclosed for your convenience in returning the signed original documents to me at no charge to you. Please note that your signature on the Assignment form should be witnessed.

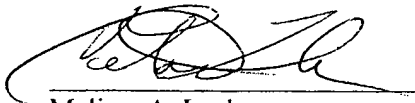
General Electric Company
Amersham Biosciences Corp
800 Centennial Avenue
Piscataway, NJ 08854
U.S.A.

T 732 457 8000
F 732 457 8463



Please do not hesitate to contact me with any questions that you may have, and I thank you very much in advance for your time and anticipated cooperation in this matter.

Very truly yours,



Melissa A. Leck
Paralegal
T 732 980 2945
F 732 457 8463
E melissa.leck@ge.com

enc: United States Patent Application number 10/817,213 as filed: specification (49 pages), sequence listing (1 page), claims (5 pages), abstract (1 page) and drawing sheets (12 pages)
Assignment Form (5 pages)
Combined Declaration and Power of Attorney (6 pages)
prepaid return Federal Express envelope

cc: Susan Wildman, Formalities Assistant, Amersham plc, Amersham Place, Great Britain (via courier w/o enc.)
Ian Bryan, Patent Officer, Amersham plc, Amersham Place, Great Britain (via courier w/o enc.)

From: Origin ID: ZRPA (732) 980-2945
 Melissa Leck
 AMERSHAM BIOSCIENCES
 800 CENTENNIAL AVENUE

PISCATAWAY, NJ 08854
 UNITED STATES



Ship Date: 25AUG04
 Actual Wgt: 4 LB
 System#: 1227585/INET1850
 Account#: S *****

Total Weight: 4 LB

SHIP TO: (732) 980-2945

BILL SENDER

Jurek Cybuch

7 Westfield Avenue

St. Catharines, ON L2S3A1
 CANADA CA

REF: PR5990
 DESC-1: Formalities Documents
 DESC-2:
 DESC-3:
 DESC-4:
 SED: NDR30.58
 COUNTRY MFG:
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 1.00 USD
 T/C: S 109908967 D/T: S 109908967
 SIGN: Melissa Leck
 EIN/VAT:

INTL PRIORITY PAK

TRK# 7919 1874 7898

FORM
0430

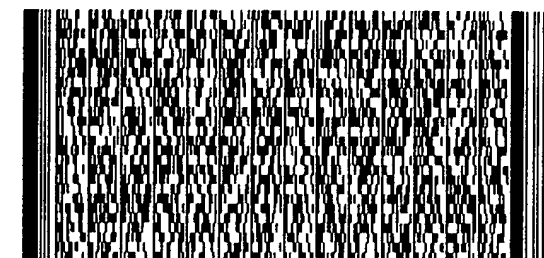
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The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.



FedEx

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26 AUG 12:49
Recpt Addr: WESTFIELD RECIPIENT MOVED

Pkg Trk#: 791918747898

FedEx International Air Waybill

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Date 8-27-94 Sender's FedEx Account Number 159151204
Sender's Name
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Address

2 Your Internal Reference
3 To
Recipient's Name
Company
Address
City St Cath Ontario CANADA Postal Code
Address
City Melissa Beck Phone 732-980-2845
Company Amersham Bioscience
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Address
City
Country

4 Shipper's Tax I.D. number required for Customs purposes
4 Shipper's Information
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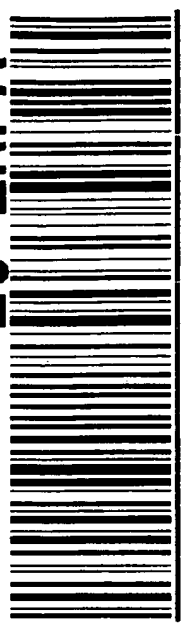
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5 Express Package Service
1 FedEx International Priority 6 FedEx International Economy
Available to select locations
Higher rates apply.
FedEx Envelope and FedEx Pak not available.

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6 Packaging
1 FedEx Envelope 2 FedEx Pak 3 FedEx 10kg Box 4 FedEx 25kg Box 5 Other

7 Special Handling
1 HOLD at FedEx Location 3 SATURDAY Delivery
Available to select locations
Available for FedEx International Priority only.

8a Payment Bill transportation charges to:
1 Sender Acct No. in Section 1 will be billed. 2 Recipient 3 Third Party 4 Credit Card 5 Cash Cheque

8b Payment Bill Customs charges to:
1 Sender Acct No. in Section 1 will be billed. 2 Recipient 3 Third Party 4 Credit Card 5 Cash Cheque

9 Required Signature
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Sender's Signature
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